SPECIAL PROVISIONS

SPECIAL PROVISIONS

Contents:

- 1. Scope of Work
- 2. Safety Standards
- 3. Project Meetings
- 4. Utilities and Barriers
- 5. Repair and Replacement Quality
- 6. General Construction Requirements
- 7. Engineering Interpretations
- 8. Rejected Work
- 9. Quality Control
- 10. Construction Surveys
- 11. Field Engineering
- 12. Weather Days

- 13. Material Sources
- 14. Environmental Protection
- 15. Weed Control
- 16. Permits and Regulatory Requirements
- 17. Smoke and Dust Control
- 18. Use of Completed Portions
- 19. Warranty
- 20. Contract Document Discrepancies
- 21. Site Cleanup
- 22. Sanitary Facilities
- 23. Measurement and Payment

1. SCOPE OF WORK

This project is includes work in three locations. The Campground portion of the project is the base bid and includes, resurfacing of gravel road and camp pads, new gravel for two campsites, grading, topsoil, seeding and mulch, and landscaping rocks.

The Ling Rock portion of the project includes resurfacing of gravel roads and parking, grading, topsoil, seeding and mulch.

The Boat Launch portion of the project includes resurfacing of gravel road and parking, and new gravel to expand the parking area.

2. SAFETY STANDARDS

The Contractor shall be solely and completely responsible for conditions of the jobsite, including safety of all persons (including employees) and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to U.S. Department of Labor (OSHA), and all other applicable Federal, State, County, and Local laws, ordinances, codes and regulations. Where any of these are in conflict, the more stringent requirement shall be followed. The Contractor's failure to thoroughly familiarize himself with the aforementioned safety provisions shall not relieve him from compliance with the obligations and penalties set forth therein.

The Contractor shall develop and maintain for the duration of this Contract a safety program that will effectively incorporate and implement all required safety provisions. The Contractor shall appoint an employee who is qualified and authorized to supervise and enforce compliance with the safety program.

MISSOURI HEADWATERS STATE PARK CAMPGROUND IMPROVEMENTS PROJECT

The duty of the Engineer to conduct construction review of the work does not include review or approval of the adequacy of the Contractor' safety program, safety supervisor, or any safety measures taken in, on or near the construction site.

The Contractor, as a part of his safety program, shall maintain at his office or other well-known place at the jobsites, safety equipment applicable to the work as prescribed by the aforementioned authorities, all articles necessary for giving first-aid to the injured, and shall establish the procedure for the immediate removal to a hospital or a doctor's care of persons (including employees) who may be injured on the jobsite.

If death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to both the Engineer and the Owner. In addition, the Contractor must promptly report in writing to the Engineer all accidents whatsoever arising out of, or in connection with, the performance of the work whether on, or adjacent to, the site, giving full detail and statements of witnesses.

If a claim is made by anyone against the Contractor or any subcontractor on account of any accident, the Contractor shall promptly report the facts in writing to the Engineer, giving full details of the claim.

The Contractor shall take all necessary provisions for safe handling of chemical amendments and potentially hazardous wastes, including apprising himself of hazards, developing safety plans, providing emergency and decontamination services, and developing spill containment procedures.

3. PROJECT MEETINGS

<u>Pre-Construction Conference</u>. After the Contract has been awarded, but before the start of construction, a pre-construction conference will be held at a time and place mutually agreed to by the parties. The conference shall be attended by the following: the Contractor and his superintendent; the principal subcontractors; representatives of principal suppliers and manufacturers, as appropriate; the Engineers and his construction observer; representatives of the Owner and others as appropriate.

Unless previously submitted, the Contractor shall bring the following submittals to the conference: list of proposed Subcontractors; proposed construction schedule; schedule for submitting shop drawings and other submittals; schedule procurement dates; construction technique submittal forms (as applicable); preliminary payment schedule; and tentative schedule of values. Work shall not start prior to the Engineer's receipt of these submittals. The Engineer will preside at the conference and will arrange for keeping the minutes and distributing copies of the minutes to all persons attending the meeting.

MISSOURI HEADWATERS STATE PARK CAMPGROUND IMPROVEMENTS PROJECT

4. UTILITIES AND BARRIERS

Notification. The Contractor shall contact the one call located number in advance of performing any excavation work on the site to obtain utility locates over the entire area to be impacted by construction of the project. The Contractor shall immediately notify the Engineer of the discovery of any utilities that are in conflict with the work that were not previously identified in the plans.

<u>Identification</u>. All utilities that may conflict with the work shall be the Contractor' responsibility to locate before any excavation is performed. Field markings provided by the utilities shall be preserved by the Contractor until actual excavation commences. All utility locations on the Drawings should be considered approximate and should be verified in the field by the Contractor. The Contractor shall also be responsible for locating all utilities that are not located on the Drawings.

<u>Temporary Utilities</u>. The Contractor shall provide all temporary electrical, lighting, telephone, heating, cooling, ventilating, water, sanitary, first aid, fire protection, and other utilities and services necessary for the performance of the work. All fees, charges, and other costs associated therewith shall be paid for by the Contractor.

<u>Conflicts with Existing Utilities</u>. For any utilities shown on the plans which are damaged or require temporary support to allow performance of the work, the Contractor shall contact the utility's owner and make all arrangements and pay all costs associated with the repair and/or temporary support of the utility. The Contractor shall comply with all requirements of the utility's owner.

The Contractor is responsible for the repair of any utilities that were properly marked by the utility locator and damaged by the Contractor, whether they are shown on the plans or not.

<u>Barriers</u>. The Contractor shall temporarily remove all fences, barricades, minor structures, and other obstructions that interfere with the prosecution of the work. Removal shall not extend beyond designated construction limits or right-of-way without first obtaining written authorization from the owner of the barrier.

Fences and barricades used for the confinement or exclusion of livestock, animals, or persons shall be replaced at the end of each work day to the extent necessary to perform the restrictive intent of the barrier.

Unless otherwise directed by the Engineer or indicated on the Drawings, all barriers so removed shall be replaced following the completion of the work to as good or better condition than existed prior to the start of work. The requirement applies to small trees and decorative shrubs as well as fences, barricades, and minor structures.

The Contractor shall replace at his own expense all barriers damaged or destroyed.

MISSOURI HEADWATERS STATE PARK CAMPGROUND IMPROVEMENTS PROJECT

5. REPAIR AND REPLACEMENT QUALITY

<u>General</u>. Items requiring repair or replacement due to damage or removal or otherwise necessitated in the course of pursuance of the work and which are not otherwise specified herein, shall be repaired or replaced to the following levels of quality.

<u>Paved and Gravel Roads, Driveways, and Sidewalks</u>. Repair or replacement shall be to a thickness and grade matching the existing condition. Quality of materials and methods shall comply with respective sections of the current edition of the Montana Public Works Standard Specifications.

Water and Sewer Main and Services. Repair or replacement shall be in a manner consistent with the existing condition using materials conforming to the Uniform Plumbing Code, the current editions of the DEQ 1 and DEQ 2 circulars, American Water Works Association Standard Specifications, and the requirements of the Montana Department of Environmental Quality. Construction shall also comply with the current edition of the Montana Public Works Standard Specifications. Repair or replacement will not be allowed with materials like the existing installation if they do not conform to the above-referenced standards.

<u>Electrical</u>, <u>Telephone</u>, <u>Cable TV</u>, <u>Natural Gas</u>, <u>and Petroleum Lines</u>. Repair or replacement shall be to the standards required by the utility owner and at the utility owner's option may be performed by the utility owner with full cost assessed to the Contractor.

<u>Fences</u>. All fences adjacent to any work site are to be maintained to the satisfaction of the abutting property owners. The Contractor shall notify the landowners of the need to temporarily removed or relocate fences for access to the work and shall coordinate such activities with the respective landowners in regards to removal, relocation, and restoration of fences prior to commencing work.

Any fence removed or destroyed during the course of the Contract shall be reinstalled or reconstructed in like kind at no cost to the Owner or the landowner. The cost for this work shall be considered incidental and no additional compensation will be allowed.

Other Items. Repair or replacement of other items not covered by the preceding shall be to the standards required by the owner of the item and at the owner's option may be performed by the owner of the item with full cost assessed to the Contractor.

<u>Decisions Regarding Repair Versus Replacement</u>. The decision of repair versus replacement of an affected item shall be at the discretion of the Engineer upon consultation with the owner of the item. The decision shall be based on a determination of whether repaired quality can equal the quality of a replacement installation. The Engineer's authority shall be final in this regard.

<u>Limits of Repair and Replacement</u>. The limits of areas to be repaired or replaced shall be determined by the Engineer in the field based on the extent of damage or removal sustained. The determination shall be based on insuring that all damaged or removed portions of the existing installation are fully restored. The authority of the Engineer shall be final in this regard. All

MISSOURI HEADWATERS STATE PARK CAMPGROUND IMPROVEMENTS PROJECT

work effects outside limits as described in these Contract Documents are subject to repair and replacement quality as described herein.

Repair by Party Owning or Maintaining Item. The party owning or maintaining the item under consideration shall have the exclusive right to undertake repair or replacement themselves and charge the Contractor for full costs incurred or to direct and supervise the Contractor to repair or replace the item to their standard of quality. The authority of the owner of the item shall be final in this regard.

6. GENERAL CONSTRUCTION REQUIREMENTS

Quality Assurance. The Engineer will monitor the construction of work covered by this section to determine if the work is being performed in accordance with the contract requirements. The Engineer does not have the authority or the means to control the Contractor's methods of construction. It is, therefore, the Contractor' responsibility to utilize all methods, equipment, manpower, and other means necessary to assure that the work is installed in compliance with the Drawings and Specifications, and laws and regulations applicable to the work. All buried work items shall be installed in the presence of the Engineer or may not be considered for payment.

<u>Grade and Alignment</u>. The Contractor shall provide all construction staking as required to define the locations of the roadway, building, retaining wall and underground utilities to be installed under this contract.

<u>Tolerances</u>. Construction tolerances for the work shall be as outlined in the Technical Specifications.

Construction Limits. The limit shall be limited to 5 feet from any edge of excavation and embankment, pipe, or any other improvements shown on the plans. Otherwise all equipment access is allowed along existing roads. Disturbance and equipment access beyond this limit is not allowed without the written approval of both the Engineer and the owner of the affected property. If so approved, disturbance beyond construction limits shall meet all requirements imposed by the landowner; this includes existing roads used and/or improved as well as the construction of new access roads. Special construction, reclamation, or post-construction road ripping or other closure provisions required by the landowner on access roads beyond the construction limits shall be performed by the Contractor at no additional cost to the Owner.

Areas of Disturbance. Approved areas of disturbance are those areas disturbed by construction activities within the construction limits and along designated or approved access routes. Such areas shall be fine graded to blend with the existing terrain. Other areas that are disturbed by the Contractor's activities outside the limits noted above will be considered as site damage or unapproved areas of disturbance subject to the repair and replacement quality as specified herein. Such areas will also require the reclamation operations noted above and as specified herein, but costs of such work shall be borne by the Contractor. This includes areas selected by the Contractor outside the defined construction limits for mobilization, offices, equipment, or material storage.

MISSOURI HEADWATERS STATE PARK CAMPGROUND IMPROVEMENTS PROJECT

7. ENGINEERING INTERPRETATIONS

<u>Engineering Decisions</u>. It is realized that timely engineering decisions on construction activities or results have an important bearing on the Contractor's schedule. On this project, the Engineer will make every effort to have a Project Inspector readily available to the project during the construction schedule, who has the authority to make judgement calls on matters dealing with interpretation of the plans and specifications, with one qualification: that he shall have the right to take twenty-four (24) hours to confer with other Engineers before giving said decision.

When the decision affects a plan design or specification change, it should be realized that more time may be required than twenty-four (24) hours to gain the necessary Owner and funding source participation in the decision process including time for formal change order preparation as required.

8. REJECTED WORK

Any defective work or nonconforming materials or equipment that may be discovered at any time prior to the expiration on the warranty periods shall be removed and replaced by work which shall conform to the provisions of the Contract Documents. Any material condemned or rejected shall be removed at once from the project site. Failure on the part of the Engineer to condemn or reject bad or inferior work or to note nonconforming materials or equipment on Contractor's submittals shall not be construed to imply acceptance of such work. The Owner shall reserve and retain all its rights and remedies at law against Contractor and its Surety for correction of any and all latent defects discovered after the guarantee period.

The Engineer will have the authority to reject work that does not conform to the Contract Documents and will provide the Owner with a list of defective work and nonconforming materials of equipment. The Owner will then promptly provide the Contractor with the list of defective work and nonconforming materials or equipment.

9. QUALITY CONTROL

<u>Scope</u>. All work will be tested and inspected to insure compliance with the Contract Documents. Complete payment will not be made until the Contractor has demonstrated that the work is complete and will perform as required.

<u>Performance of Tests and Inspections</u>. The Contractor, Owner, Engineer, and representatives of funding and regulatory agencies will perform periodic inspections and tests to determine compliance with the Contract Documents. The Contractor shall provide qualified manufacturer's representation during tests of equipment and special procedures as required by the Contract Documents.

Notification. The Contractor shall provide the Engineer with a written schedule indicating dates for specific testing and inspection services to be performed. The schedule shall be updated as required to give the Engineer at least a week's advance notice. The Contractor shall notify the

MISSOURI HEADWATERS STATE PARK CAMPGROUND IMPROVEMENTS PROJECT

Engineer immediately of any change or shall be subject to pay engineering fees as herein described.

<u>Inspection</u>. The Contractor shall inspect the work as it is being performed. Any deviation from the requirements shall be immediately corrected. Prior to any scheduled inspection by the Engineer, the Contractor shall again inspect the work and certify to the Engineer that he has inspected the work and it meets the requirements of the Contract Documents.

The Engineer's representative will observe work and compare the quality of the work with the requirements of the Contract Documents. Any discrepancies noted shall be brought to the Contractor's attention, who shall immediately correct the discrepancy. Failure of the Engineer to detect a discrepancy will not relieve the Contractor of his ultimate responsibility to perform the work as required.

Should the Engineer incur additional costs to make additional observation as a result of unacceptable work, the Contractor shall reimburse the Owner for additional engineering fees at the Engineer's rates at the time.

Observation by the Engineer's representative shall not be considered as authorization to proceed with the work. Work progress and the performance of quality work are the Contractor's responsibility. The Engineer's observation is for the purpose of determining what work will be paid for and what work will not be paid for. If the Engineer detects a discrepancy between the work and the requirement of the Contract Documents at any time, up to and including final inspection, such work will not be completely paid for until the Contractor has corrected the deficiency.

The work will be subject to review by the Owner and funding agency representatives whose findings shall be as valid as those of the Engineer. The results of all such observations shall be directed to the Contractor through the Engineer.

Equipment and System Tests. The Contractor shall provide all equipment, materials, supplies, manufacturer's representation, and incidentals necessary to perform tests on completed work. The Contractor shall notify the Engineer, in advance, when, where, and on what portion of the work a test will be performed and shall perform the test in the presence of the Engineer. The Engineer's presence during the test will not relieve the Contractor of his responsibility to provide equipment and systems meeting all the requirements of the Contract Documents and to warrant the work as required.

Should any tests performed in the presence of the Engineer fail to meet the requirements of the Contract Documents or should the Contractor fail to provide adequate notice of a change in scheduling tests, the Contractor shall reimburse the Owner for additional engineering fees resulting there from.

10. CONSTRUCTION SURVEYS

Construction surveying shall be provided by the Contractor.

MISSOURI HEADWATERS STATE PARK CAMPGROUND IMPROVEMENTS PROJECT

11. FIELD ENGINEERING

<u>Engineering Services Provided by the Owner.</u> The Owner shall provide the following engineering services at no cost to the Contractor except as required for certain tests and retests as defined in the Contract Documents.

Review of submittals and shop drawings as defined in the Specifications.

Periodic inspections by the Engineer and its representative(s) as deemed appropriate by the Owner and Engineer.

<u>Independent Services Provided by the Contractor</u>. The Contractor shall provide the following services at no additional cost to the Owner.

Field Density Testing of materials as required per the Technical Specifications. Testing shall be provided by a certified independent testing laboratory. Testing frequencies shall be as follows:

Crushed Base Course – 1 test per 100 sy of Crushed Base Course (minimum of 1 test per isolated area of crushed base course placed)
Crushed Top Surfacing – 1 test per 500 sy of Crushed Top Surface

Preparation and certification of all required shop drawings and submittals.

Performance of certain tests as required by the Contract Documents.

Maintenance of project drawings, accurately marked up with changes.

Design of all temporary construction falsework, bracing, shoring, support, or other structural work necessary for the permanence of the work.

Engineering Services Paid for by the Contractor. The Contractor is advised that certain engineering services required by the Contract Documents will be performed by the Engineer and paid for by the Contractor.

In general, these services include retests by the Engineer of tests that have failed, repeated review of submittals and shop drawings that have not been approved, and other services that are within the Contractor's control to avoid.

Payment of engineering services shall be made by invoice to the Contractor or deducted from partial payments, whichever is necessary.

MISSOURI HEADWATERS STATE PARK CAMPGROUND IMPROVEMENTS PROJECT

12. WEATHER DAYS

Weather Days. In the event inclement weather or the aftermath of inclement weather prevents the Contractor from performing the sequence of operations that should be in progress at that time for a minimum of 60% of the normal daily schedule being worked, he may request a time credit for that day. No credit for inclement weather will be allowed on non-working days (Saturday, Sunday, and Holidays).

Determination of the number of credit days will be made between the Contractor and the Engineer at the end of each calendar month.

13. MATERIAL SOURCES

If additional material is needed for embankment or other materials, the Contractor will be responsible for placement and import from an off-site site location. Topsoil shall be stripped, stockpiled and replaced per specifications over disturbed areas. Supplemental topsoil will be imported at the discretion of the Owner/ Engineer.

If excess material is generated during construction, it shall be exported and disposed of in an onsite location designated by the Owner.

Haul routes shall be within the corridors of disturbance created by this project.

14. ENVIRONMENTAL PROTECTION

The Contractor shall comply with all laws and regulations of the United States Corps of Engineers and Environmental Protection Agency, Montana Department of Fish, Wildlife and Parks, Department of State Lands, Department of Environmental Quality, the Department of Natural Resources and Conservation, and with all other Federal, State, and Local laws and regulations controlling pollution of the environment. He shall take necessary precautions to prevent pollution of streams, lakes, ponds, and reservoirs with fuels, oils, bitumens, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter.

The Contractor also agrees to comply with the requirements of any permits obtained for the project by the Owner. These permits include but may not be limited to the permits listed under the Permits and Regulatory Requirements section. Copies of any of these permits are available upon request from the Engineer.

The Contractor shall be responsible for submitting and obtaining a temporary discharge permit from the Montana Department of Environmental Quality for the discharge of any water related to the construction of this project. A construction Dewatering Discharge Permit, issued by the Department of Environmental Quality, is required if water from construction is discharged to state waters. The Department of Environmental Quality must be contacted immediately if either contaminated soil or contaminated groundwater is encountered.

MISSOURI HEADWATERS STATE PARK CAMPGROUND IMPROVEMENTS PROJECT

The Contractor shall be responsible for submitting and obtaining a storm water discharge permit from the Montana Department of Environment Quality. The cost of any erosion control measures or other work required by the permit shall be included in the bid and are considered incidental to the project.

15. WEED CONTROL

Prior to mobilizing equipment to the project site, the Contractor shall clean his equipment and vehicles to assure no weeds are imported. If there is an abnormal growth of noxious weeds on a project site after construction as determined by the Owner or local weed control authority, the Contractor may be responsible for weed control under the contract warranty.

16. PERMITS AND REGULATORY REQUIREMENTS

<u>Jurisdiction</u>. The performance of this work shall be under the jurisdiction of the following agencies, departments, and standards and compliance with the requirements thereof is required:

Federal Level: United States Law

State Level: Department of Environmental Quality; Department of Fish, Wildlife & Parks; Montana Department of Transportation; Montana Building Code Division; Uniform Building Code; Uniform Plumbing Code; Uniform Mechanical Code; National Electric Code; State annotations to these codes; and Montana State Law.

Local Level: Gallatin County

<u>Contractor's Responsibility</u>. The Contractor shall familiarize himself with the requirements of all regulatory agencies pertaining to the performance of the work on the project.

The Contractor shall secure and pay for all permits, licenses, and fees necessary for the performance of the work.

The Contractor shall perform all work in accordance with the regulatory requirements. Any conflict between the Contract Documents and the regulatory requirements shall be brought to the immediate attention of the Engineer.

The following permits will be required for construction:

| Permit | Entity Providing Permit | Entity Submitting Permit |
|--------|--------------------------------|---------------------------------|
| SWPPP | MDEQ | Contractor |

MISSOURI HEADWATERS STATE PARK CAMPGROUND IMPROVEMENTS PROJECT

17. SMOKE AND DUST CONTROL

The Contractor shall have informed himself of all applicable State Board of Health requirements and similar State or Federal requirements pertaining to control of or abatement of air pollution. The Contractor shall have provided or be prepared to provide such air pollution control measures as are required to comply with the minimum standards established by such agencies.

Hauling of material and transport of equipment along public roadways or through the towns and adjacent other structures and dwellings shall require effective dust abatement procedures. This also applies to the unloading and placement of spoils material at deposition sites. The Contractor shall utilize environmentally sound methods for watering and/or otherwise chemically treating dust-generating surfaces to comply with all applicable legal standards for airborne particulates. Prior to any work, the Contractor shall submit a written plan for dust abatement procedures identifying at a minimum the following:

- Times and nature of dust generating activity on public roads and at deposition sites.
- Nature and chemical characterization of dust abatement materials to be used.
- Method of application of dust abatement materials to be used.
- Time schedule for application of dust abatement materials to be used.
- Availability of equipment and operators for emergency application of dust abatement materials at other than scheduled times.

Watering for dust control is considered incidental to the Contract and shall be performed at no additional cost to the Owner.

18. USE OF COMPLETED PORTIONS

The Owner shall have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding that the time for completing the entire work or such portions may not have expired; but such taking possession and use shall not be deemed an acceptance of any work not completed. If such taking possession and use of incomplete work causes refinishing of completed work, the Contractor shall be entitled to such extra compensation or extension of time or both, as agreed by the Owner.

19. WARRANTY

The Contractor shall warranty all materials and equipment furnished and work performed for a period of one year from the date of final city acceptance. The Contractor warrants and guarantees for a period of one year from the date of final acceptance of the project that the project is free of all defects due to faulty material or workmanship and the Contractor shall promptly make such corrections as necessary by reason of such defects including repair or damage to other parts of the project resulting from such defects. The Owner will give notice of observed defects with reasonable promptness. In the event the Contractor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the Owner

MISSOURI HEADWATERS STATE PARK CAMPGROUND IMPROVEMENTS PROJECT

may repair the defects and charge the Contractor the cost thereby incurred. The performance bond shall remain in full force for a period of one year after final city acceptance.

20. CONTRACT DOCUMENT DISCREPANCIES

In the event that a provision of the Contract Documents conflicts with any other provision the Contract Documents, the provision in that Contract Document first listed below shall govern, except as otherwise specifically stated:

- Agreement
- Addenda to Contract Documents
- Performance and Labor and Materials Bond
- Proposal (bid)
- Bid Security
- Bid Provisions
- Invitation to Bid
- Instructions to Bidders
- Drawings
- Special Provisions
- Technical Specifications
- Supplementary Conditions
- General Conditions

21. SITE CLEANUP

The Contractor shall be responsible for final clean up at the end of the project to a level satisfactory to the Owner. All construction debris, no matter how small, shall be collected and removed from the site. All wheel ruts shall be filled in and be leveled to match the adjacent grade and material. Re-seeding or re-sodding, or other re-surfacing may be necessary to repair any construction related impacts or damage.

All survey markings, stakes, temporary paint marks, flagging and other devices shall be removed regardless of who installed them. All excess pavement, concrete, gravel, soil, or other construction materials not intended for permanent use shall be removed.

All final slopes shall be dressed manually to remove woody debris, accumulated trash and oversized material. Any new slope or topsoil surfaces shall be hand raked to provide a uniform appearance. The Contractor shall dress all gravel, pavement and concrete edges to eliminate abrupt edges and provide a smooth transition. All construction related temporary sediment control devices shall be removed as soon as practical.

Unless specifically noted otherwise, all final cleanup work shall be incidental to other work items in the contract and no separate payment shall be made.

MISSOURI HEADWATERS STATE PARK CAMPGROUND IMPROVEMENTS PROJECT

22. SANITARY FACILITIES

Sanitary facilities shall be provided and maintained by the Contractor who will comply with state and local regulations. The cost of furnishing, installing, and maintaining sanitary facilities shall be considered incidental to other items of work and no additional compensation will be allowed.

23. MEASUREMENT AND PAYMENT

- A. Scope: This section describes the method of measurements and the basis of payment for all work shown on the drawings and required by the Contract Documents. This measurement and payment section shall take precedence over all other references to measurement and payment referenced in these specifications (with the exception of any addenda).
- B. Bid Prices: The bid price for each item of the Contract in the Bid Proposal shall cover all work shown on the drawings and be defined in the specifications and other contract documents. All costs in connection with the work including furnishing all materials, equipment, and tools, and performing all necessary labor and supervision to fully complete the work, shall be included in the lump sum or unit price bid items on the proposal. The amounts shown on the proposal shall be the contract price.

No item that is required by the Contract Documents for the proper and successful completion of the work will be paid for outside of or in addition to the prices submitted in the Bid Proposal. All work not specifically set forth as a pay item in the Bid Proposal shall be considered a subsidiary obligation of the Contractor and all cost in connection therewith shall be included in the prices bid.

Retainage at the amounts specified in the General Conditions will be withheld from each progress payment.

- C. Estimated Quantities: Any estimated quantities stipulated in the Bid Proposal or other Contract Documents are approximate and are to be used only as a basis for estimating probable cost of the work and for the purpose of comparing the bids submitted for the work.
- D. **Method of Measurement:** No measurement will be made on bid items representing a lump sum bid.

E. Basis of Payment:

1. Mobilization, Insurance & Bonding

• <u>General</u>: This bid item shall include the costs associated with mobilizing to the project site, insurance, permitting, and submittals.

• Work Included:

- All labor, tools, equipment, materials, royalties, and incidentals needed to complete the work as specified;
- Transport and set up all equipment, materials, and other items needed to complete the project;
- All permits, coordination, and compliance inspections required for the work;
- Insurance;
- Provide and install project sign;
- Prepare and provide submittals, construction schedule, and all other paperwork required by the contract documents prior to construction startup.
- <u>Measurement</u>: Measurement shall be one lump sum bid item.
- <u>Payment</u>: Payment shall be by the price bid for the lump sum bid item listed in the proposal.

2. 3" Crushed Top Surfacing

• <u>General</u>: This bid item shall include the preparation for and placement of crushed top surfacing on areas with existing gravel already in place.

Work Included:

- All labor, tools, equipment, materials, and incidentals needed to complete the work as specified;
- Grading, compaction and preparation of existing surfaces to be graveled;
- Placement and compaction of crushed top surfacing;
- Compaction testing;
- Survey as needed;
- Watering and dust control;
- Fine grading.

- <u>Measurement</u>: Measurement shall be per square yard of 3" crushed top surfacing installed. Measurement shall be rounded to the nearest square yard.
- Payment: Payment shall be by the unit price bid for each square yard of 3" crushed top surfacing installed listed in the proposal.

3. Variable Depth Crushed Top Surfacing

• <u>General</u>: This bid item shall include the preparation for and placement of crushed top surfacing on areas with existing gravel already in place that is of variable depth.

• Work Included:

- All labor, tools, equipment, materials, and incidentals needed to complete the work as specified;
- Grading, compaction and preparation of existing surfaces to be graveled;
- Placement and compaction of crushed top surfacing;
- Compaction testing;
- Survey as needed;
- Watering and dust control;
- Fine grading.
- Measurement: Measurement shall be per square yard of crushed top surfacing installed. Measurement shall be rounded to the nearest square yard.
- Payment: Payment shall be by the unit price bid for each square yard of crushed top surfacing installed listed in the proposal.

4. New Gravel Section

• <u>General</u>: This bid item shall include the placement of new gravel section for camp pads and parking.

• Work Included:

- All labor, tools, equipment, materials, and incidentals needed to complete the work as specified;
- Excavation and embankment to prepare subgrade;
- Grading to prepare subgrade;
- Import, place, and compact crushed base course;
- Import, place, and compact crushed top surfacing;
- Compaction testing;
- Survey;

MISSOURI HEADWATERS STATE PARK CAMPGROUND IMPROVEMENTS PROJECT

- Watering and dust control;
- Fine grading.
- Measurement: Measurement shall be per square yard of gravel section installed. Measurement shall be rounded to the nearest square yard.
- <u>Payment</u>: Payment shall be by the unit price bid for each square yard of gravel section installed listed in the proposal.

5. Gravel Section with Geogrid

• General: This bid item shall include the placement of new gravel section with geogrid for camp pads.

Work Included:

- All labor, tools, equipment, materials, and incidentals needed to complete the work as specified;
- Excavation and embankment to prepare subgrade;
- Grading to prepare subgrade;
- Provide and place geogrid;
- Provide and place geotextile;
- Import, place, and compact crushed base course;
- Import, place, and compact crushed top surfacing;
- Compaction testing;
- Survey:
- Watering and dust control;
- Fine grading.
- <u>Measurement</u>: Measurement shall be per square yard of gravel section with geogrid installed. Measurement shall be rounded to the nearest square yard.
- <u>Payment</u>: Payment shall be by the unit price bid for each square yard of gravel section with geogrid installed listed in the proposal.

6. Remove and Salvage Gravel

- General: This bid item shall include the removal, salvage and stockpile of existing gravel in areas identified in the drawings and the subgrade preparation for these areas for surfacing or landscaping as indicated.
- Work Included:

MISSOURI HEADWATERS STATE PARK CAMPGROUND IMPROVEMENTS PROJECT

- All labor, tools, equipment, materials, and incidentals needed to complete the work as specified;
- Excavation and loading of gravel;
- Transport to stockpile area;
- Fine grading and subgrade preparation of area gravel was removed from.
- <u>Measurement</u>: Measurement shall be per square yard of existing gravel salvaged and stockpiled. Measurement shall be rounded to the nearest cubic yard.
- <u>Payment</u>: Payment shall be by the unit price bid for each square yard of existing gravel salvaged and stockpiled listed in the proposal.

7. Relocate Existing Landscaping Rock

- General: This bid item shall include providing and placing of landscaping rock.
- Work Included:
 - All labor, tools, equipment, materials, and incidentals needed to complete the work as specified;
 - Remove and reset rocks:
 - Excavation and embankment:
 - Surface repair;
 - Survey.
- <u>Measurement</u>: Measurement shall be per each rock relocated.
- <u>Payment</u>: Payment shall be by the unit price bid for each rock relocated listed in the proposal.

8. New Landscaping Rock

- General: This bid item shall include providing and placing of landscaping rock.
- Work Included:
 - All labor, tools, equipment, materials, and incidentals needed to complete the work as specified;
 - Provide and place rocks;
 - Excavation and embankment;
 - Gravel surfacing repair,
 - Survey.

MISSOURI HEADWATERS STATE PARK CAMPGROUND IMPROVEMENTS PROJECT

- <u>Measurement</u>: Measurement shall be per each rock placed.
- <u>Payment</u>: Payment shall be by the unit price bid for each rock placed listed in the proposal.

9. Relocate Existing Sign

• <u>General</u>: This bid item shall include relocating rectangular barrier posts.

Work Included:

- All labor, tools, equipment, materials, and incidentals needed to complete the work as specified;
- Remove and install sign;
- Survey as required locate;
- Excavation and backfill;
- Fine grading of disturbed area.
- <u>Measurement</u>: Measurement shall be per each sign relocated.
- <u>Payment</u>: Payment shall be by the unit price bid for sign relocated listed in the proposal.

10. 8" Drain Pipe Installation

• <u>General</u>: This bid item shall include the installation of an 8" PVC gravity drain line and appurtenances.

Work Included:

- All labor, tools, equipment, materials, royalties, and incidentals needed to complete the work as specified;
- Disposal of existing pipe and manholes as required;
- Provide compaction testing from an independent testing firm;
- Clearing and grubbing;
- Survey as required to maintain alignment and grade;
- Repair and replacement of any items not specifically mentioned elsewhere in these specifications;
- Trench excavation and backfill;
- All gaskets and appurtenances required to make pipe connections;
- Type 1 bedding;
- Type 2 bedding;
- Exploratory excavation and existing utility crossings;
- Remove spoils generated by pipe installation;
- Provide and install pipe;

MISSOURI HEADWATERS STATE PARK CAMPGROUND IMPROVEMENTS PROJECT

- Required testing of pipe;
- Provide and install check valve;
- Provide and install riprap;
- Replace topsoil, fine grading.
- <u>Measurement</u>: Measurement shall be one lump sum bid item.
- <u>Payment</u>: Payment shall be by the price bid for the lump sum bid item listed in the proposal.

11. Grading for Landscaping

• <u>General</u>: This bid item shall include the preparation of existing rough grassy areas and other areas requiring grading prior to topsoiling and landscaping. This pay item does not apply to areas that will be landscaped that require minimal grading, for example area where gravel is being removed in preparation for landscaping with minor changes in elevation.

Work Included:

- All labor, tools, equipment, materials, and incidentals needed to complete the work as specified;
- Clearing and grubbing;
- Remove excess or undesirable material from site;
- Remove and reset signs, landscaping rocks and/or other structures in conflict with grading.
- Grade area smooth;
- Import subgrade material as necessary;
- Export excess material;
- Survey;
- Watering and dust control;
- Fine grading.
- Measurement: Measurement shall be per square yard of new road and parking area gravel section installed. Measurement shall be rounded to the nearest square yard.
- <u>Payment</u>: Payment shall be by the unit price bid for each square yard of new road and parking area gravel section installed listed in the proposal.

12. Import and Place Topsoil

- General: This bid item shall include importing and placing topsoil.
- Work Included:

MISSOURI HEADWATERS STATE PARK CAMPGROUND IMPROVEMENTS PROJECT

- All labor, tools, equipment, materials, and incidentals needed to complete the work as specified;
- Provide and place topsoil.
- Fine grading.
- <u>Measurement</u>: Measurement shall be per square yard of topsoil provided and placed. Measurement shall be rounded to the nearest square yard.
- <u>Payment</u>: Payment shall be by the unit price bid for each square yard of topsoil provided listed in the proposal.

13. Seed, Mulch and Fertilize

• <u>General</u>: This bid item shall include the seeding, mulching and fertilizing of areas called out for landscaping and/or seeding.

Work Included:

- All labor, tools, equipment, materials, royalties, and incidentals needed to complete the work as specified;
- Fine grading and conditioning of topsoil;
- Provide and place seed, mulch and fertilizer;
- Maintenance of seeded area as required by specifications.
- <u>Measurement</u>: Measurement shall be per square yard of seeding, mulching and fertilizing provided. Measurement shall be rounded to the nearest square yard.
- <u>Payment</u>: Payment shall be by the unit price bid for each square yard of seeding, mulching, and fertilizing provided listed in the proposal.

14. Tree Well

• General: This bid item shall include the construction of tree wells.

• Work Included:

- All labor, tools, equipment, materials, and incidentals needed to complete the work as specified;
- Provide and place stacked block retaining wall units;
- Excavation and embankment;
- Provide and install weed barrier fabric;
- Provide and install landscaping rock.

MISSOURI HEADWATERS STATE PARK CAMPGROUND IMPROVEMENTS PROJECT

- <u>Measurement</u>: Measurement shall be per each tree well constructed.
- Payment: Payment shall be by the unit price bid for each tree well constucted listed in the proposal.